

## Terms & Conditions for the Card Instalment Plan

1. The Card Instalment Plan (hereinafter referred to as the “Instalment Plan”) is made available by The Hongkong and Shanghai Banking Corporation Limited, Sri Lanka Branch (the “Bank” or “HSBC”) to the credit card holders of the Bank excluding corporate credit cards (the “Cardholder/s”).
2. The Bank reserves the right to withdraw the Instalment Plan at any given time with two weeks prior notice to the Cardholders at the sole discretion of the Bank.
3. The Cardholder agrees that HSBC may at its sole discretion specify a minimum / maximum purchase amount to qualify for the Instalment Plan.
4. The selling price of an item is decided at the sole discretion of the merchant and the Cardholder should be satisfied that the product meets its requirements and the Bank shall not be held liable for any dispute and or liability arising directly and or indirectly in connection to the selling price and/or quality of the item/items.
5. The availability of the Instalment Plan to the Cardholder is subject to the available balance in the Cardholder’s credit card account and to acceptance by the bank of the Cardholder utilizing the Instalment Plan.
6. The amount of each instalment shall be debited to the Cardholder’s credit card account on a monthly basis and shall be included as a transaction on the credit card account, hence each instalment shall be treated in the same way as a transaction charged to the credit card account and shall be paid by the Cardholder in the same manner.
7. The Cardholder shall pay the entire outstanding amount appearing on the credit card statement which included the instalment amount on or before the due date **to avoid** interest being charged on instalment(s). The Cardholder acknowledges that the payments made by him/her to his/her credit card will be applied in accordance with the payment hierarchy in the Credit Card Terms and Conditions (Cardholder Agreement).
8. The Cardholder may at any time repay the bank the sum of all the then outstanding instalments under the Instalment Plan by notifying the Bank in writing /fax.
9. If the Cardholder’s credit card is cancelled / terminated / blocked / not renewed/ over limit due to default or delinquency or non payment of dues at any time during the Instalment Plan, the total outstanding instalments shall become immediately without advance notice, due and payable by the Cardholder and shall be subject to standard rates of interest / charges / fees.

10. These terms and conditions of the Instalment Plan shall be in addition to and not in derogation of the terms and conditions contained in the Cardholder Agreement. This offer is by way of a special facility for Cardholders and nothing contained herein shall prejudice or affect the terms and conditions of the Cardholder Agreement.
11. Cardholders should not hold HSBC responsible for or liable for, any actions, claims, demands, losses, damages, costs, charges, and expenses that a Cardholder may suffer, sustain or incur by availing the Instalment Plan.
12. The Bank reserves the right to amend these terms and conditions without prior notice, from time to time and may notify the Cardholder of such amendments in any manner it thinks fit (including display at the bank branches, [www.hsbc.lk](http://www.hsbc.lk) website). The Cardholder shall be bound by such amendments unless the sum of all instalments then remaining outstanding under the Installment Plan is settled in full before the date upon which any such amendments is to have effect.
13. The decision of the Bank, on all matters relating to this offer including but not limited to disputes, is final and binding on all Cardholders of this offer.
14. All communications should be addressed to the Manager Card operations, HSBC Card Centre 525 Union Place Colombo.
15. These terms and conditions shall be governed and construed in accordance with the laws of Sri Lanka and shall be subject to the exclusive jurisdiction of the Courts of Sri Lanka.